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11350 RANDOM HILLS ROAD
FAIRFAX, VA 22030-7429

LAW OFFICES
MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION
10 LIGHT STREET
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1450 G STREET, NW
WASHINGTON, D.C. 20005-2001

JOHN A. STALFORT
410-385-3424

December 23, 1994

via FEDERAL EXPRESS

Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423
Attention: Recordation

RECORDATION NO. 17781-C FILED 1426

DEC 27 1994 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

Re: Our File No.: 258-1373

LICENSING DIVISION

Dec 27 4 18 PM '94

Madam:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11303 are one original and one notarized copy of the following document:

Riders Nos. 4, 5, 6, 7 and 8 effective December 23, 1993 between between Holly Sugar Corporation (P.O. Box 1052, Colorado, Springs, Colorado 80901) and ITG, Inc. (106 North Main, Victoria, Texas 77902) which relates to the Railroad Car Lease Agreement entered into on February 7, 1992 by ITG, Inc. (106 North Main, Victoria, Texas 77902) and Holly Sugar Corporation (P.O. Box 1052, Colorado, Springs, Colorado 80901) filed with the Interstate Commerce Commission under Recordation No. 17781;

Also enclosed is a check in the amount of \$21.00 to cover the costs of recordation. Once this document has been recorded, please return the same to:

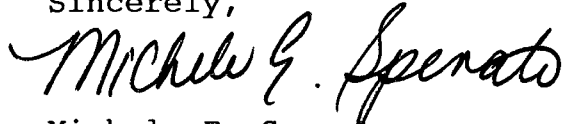
John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street - 9th Floor
Baltimore, Maryland 21202

December 23, 1994
Page 2

MILES & STOCKBRIDGE

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (410) 385-3425.

Sincerely,

A handwritten signature in black ink, reading "Michele E. Sperato". The signature is written in a cursive, flowing style.

Michele E. Sperato,
Secretary to John A. Stalfort

JAS:mes
Enclosures

RECORDATION NO. 1778/C FILED 1425

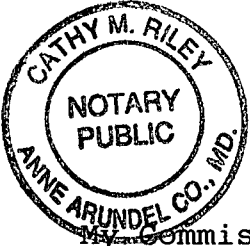
DEC 27 1994 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Rider Nos. 4, 5, 6, 7 and 8 to Railroad Car Lease Agreement is a true and complete copy of said Rider Nos. 4, 5, 6, 7 and 8 to Railroad Car Lease Agreement.

WITNESS my hand and seal this 23rd day of December, 1994.



Cathy M. Riley
Notary Public

My Commission Expires: July 1, 1998

RIDER NO. 04

RECORDATION NO. 17281-C FILED 1425

The Master Agreement No. ITG-2363

DEC 27 1994 -4 25 PM

INTERSTATE COMMERCE COMMISSION

It is hereby agreed that effective December 23, 1993, this Rider shall become a part of Master Card Agreement No. ITG-2363, between Holly Sugar Corporation and ITG, Inc., dated February 7, 1992, and the cars described herein shall be placed in service subject to the terms set forth below:

CAR INITIAL NUMBERS: 9120 through 9159
CAR OWNER MARKS: ITGX
CLASS OF CAR: HK H330
NUMBER OF CARS: Forty (40)
CAPACITY OF CARS: 100-Ton 4040 Cu. Ft.
COMMODITY LIMITATION: Sugar Beets
DELIVERY POINT: Consigned for Revenue Loading
Huron, California
TERMS OF RENT: per car per month payable
monthly in advance as provided for
in Paragraphs 3 and 4 of Lease
ITG-2363
TERM: For a minimum of 12 months as
defined in Paragraphs 3 and 4 of
Lease ITG-2363
July 1, 1994 through June 30, 1995

(Corporate Seal)

I T G, INC.

ATTEST

By: Connie Pichini
Its: Secretary

By: [Signature]
Its: President

(Corporate Seal)

Holly Sugar Corporation.

By: Linda L. Meagher
Its: Assistant Secretary

By: [Signature]
Its: President

RIDER NO. 05

The Master Agreement No. ITG-2363

It is hereby agreed that effective December 23, 1993, this Rider shall become a part of Master Card Agreement No. ITG-2363, between HOLLY SUGAR CORPORATION and ITG, Inc., dated February 7, 1992. In the event any car(s) is damaged or destroyed by HOLLY SUGAR CORPORATION, its agents, or material suppliers, and the car(s) is beyond economical repair, the settlement value for such destroyed car(s) payable to ITG, with HOLLY SUGAR CORPORATION to retain the destroyed unit for their disposition is:

INSURANCE & CASUALTY SCHEDULE

ITGX 9120 through 9159

Value: per car

(Corporate Seal)

ATTEST:

By: Carrie P. Sprinz

Its: Secretary

I T G, INC.

By: [Signature]

Its: President

(Corporate Seal)

Holly Sugar Corporation

By: Linda L. Menzher

Its: Assistant Secretary

By: [Signature]

Its: President

RIDER NO. 06

The Master Agreement No. ITG-2363

It is hereby agreed that effective December 23, 1993, this Rider shall become a part of Master Card Agreement No. ITG-2363, between Holly Sugar Corporation and ITG, Inc., dated February 7, 1992, and the cars described herein shall be placed in service subject to the terms set forth below:

CAR INITIAL NUMBERS: 10100 through 10196
CAR OWNER MARKS: ITGX
CLASS OF CAR: HTS K340
NUMBER OF CARS: Ninety-Seven (97)
CAPACITY OF CARS: 100-Ton 4000 Cu. Ft.
COMMODITY LIMITATION: Sugar Beets
DELIVERY POINT: Consigned for Revenue Loading
Huron, California
TERMS OF RENT: per car per month payable
monthly in advance as provided for
in Paragraphs 3 and 4 of Lease
ITG-2363
TERM: For a minimum of 14 months as
defined in Paragraphs 3 and 4 of
Lease ITG-2363
May 1, 1994 through June 30, 1995

(Corporate Seal)

I T G, INC.

ATTEST

By: Connie Puhuriz
Its: Secretary

By: [Signature]
Its: President

(Corporate Seal)

Holly Sugar Corporation

By: Linda L. Meagher
Its: Assistant Secretary

By: [Signature]
Its: President

RIDER NO. 07

The Master Agreement No. ITG-2363

It is hereby agreed that effective December 23, 1993, this Rider shall become a part of Master Card Agreement No. ITG-2363, between HOLLY SUGAR CORPORATION and ITG, Inc., dated February 7, 1992. In the event any car(s) is damaged or destroyed by HOLLY SUGAR CORPORATION, its agents, or material suppliers, and the car(s) is beyond economical repair, the settlement value for such destroyed car(s) payable to ITG, with HOLLY SUGAR CORPORATION to retain the destroyed unit for their disposition is:

INSURANCE & CASUALTY SCHEDULE

ITGX 10100 through 10196

Value: per car

(Corporate Seal)

ATTEST:

I T G, INC.

By: Connie Perkins

By: [Signature]

Its: Secretary

Its: President

(Corporate Seal)

HOLLY SUGAR CORPORATION

By: Rinda L. Meagher

By: [Signature]

Its: Assistant Secretary

Its: President

RIDER NO. 08

EXTENSION ONE

To Master Agreement No. ITG-2363

It is hereby agreed that effective October 1,, 1994, Lessee has optioned to extend Riders 04, 05, 06, and 07 of this lease for a three-year (3-year) period. The thirty-six month extension period becomes effective July 1, 1995 and terminates June 30, 1998. This extension will be governed by all conditions of Lease ITG-2363 as dated February 7, 1992. The Lessee retains the option of future renewals at the same rental value.

EXTENSION RENTALS

July 1, 1995 thru June 30, 1998 per car per month

(Corporate Seal)

ATTEST:

By: Connie Purvis
Its: Secretary

I T G, INC.

By: [Signature]
Its: President

(Corporate Seal)

Holly Sugar Corporation

By: Linda L. Meagher
Its: Assistant Secretary

By: [Signature]
Its: President